

INDEPENDENT CATERER LICENSEE AGREEMENT

This Agreement is entered into as of this _____ day of _____, 2007, by and between Carbon County, State of Utah, whose address is _____ Price, Utah 84501, hereinafter referred to as "County" and _____, a _____ (*state business entity type, if any, and state where licensed*), whose address is _____, hereinafter referred to as "Licensee"; the aforementioned entities may sometimes be collectively referred to as the "Parties".

WHEREAS, in consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties hereto as follows:

I. SCOPE OF THIS AGREEMENT

The Licensee agrees that it will be performing the service of a caterer, providing food and or drink at the Carbon County Event Center. Licensee is not a contractor of Carbon County, and is not performing services for the County; rather, Licensee has received the County's permission to be on County-owned property, and to provide catering services to the individual(s) or entity lawfully using the Event Center. Further detail is set forth in Exhibit 'A' attached hereto and incorporated by reference herein.

II. DURATION AND GRANT OF LICENSE

The Licensee shall have a revocable license to enter and remain upon, and to perform catering-related tasks while upon County-owned property. The County hereby grants this revocable license solely for the duration of use by the Licensee's client of the County-owned property. The license is revocable at will at any time without notice by the County in its sole discretion.

III. LICENSEE'S RESPONSIBILITY

The Licensee shall be responsible for the level of quality, timely completion and coordination of all services rendered by the Licensee, and shall, without additional compensation, promptly remedy and correct any errors, omissions or other deficiencies. In the process of executing all services rendered under this Agreement, the Licensee must use due care not to cause any damage to public or private property.

A. Licensee shall be required to comply with all applicable Federal, State and Local safety and health laws, regulations, and ordinances. The County does not assume responsibility for monitoring, directing, or ensuring Licensee's compliance with said laws, regulations, and ordinances; such responsibility shall inure to the Licensee under this Agreement.

IV. COUNTY REPRESENTATIVE

The County designates the Event Center director as its representative, and authorizes her or her designee to make all necessary and proper decisions regarding this Agreement. All requests for contract interpretations, changes, or clarifications shall be directed to the County Attorney.

V. LICENSEE NOT A COUNTY CONTRACTOR

The services to be performed by the Licensee are not required by the County, nor are they intended for its benefit in any way. Licensee may have a private agreement with a third party, but this Agreement in no way binds the Licensee to the County as an independent contractor or employee of the County. The purpose of this Agreement is merely to authorize the Licensee to be present upon County-owned property, and to fulfill its contractual obligations to the third party. Licensee shall be required, pursuant to the terms and conditions of this Agreement, to meet certain minimum standards in order to provide catering services upon County-owned property.

VI. NO ASSIGNMENT

The Licensee shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the County.

VII. DEFAULT

Each and every term and condition shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default thereof.

VIII. TERMINATION

County may terminate this Agreement at any time for its convenience. Licensee may terminate this Agreement at any time without prejudice to any other right or remedy upon five (5) days written notice. In the event of Licensee's termination of this Agreement, Licensee shall have no further obligation to the County.

IX. LICENSE AND CERTIFICATES REQUIRED

- A. Licensee shall be required to hold a valid, current Utah Food Managers Certificate from the appropriate Utah licensing authority as a condition precedent to performing catering-related tasks on County-owned property. A copy of said license may

be requested at any time during which this Agreement is effective.

- B. Health Certificate: Licensee shall be required to hold a valid, current Health Certificate from the appropriate licensing authority as a condition precedent to performing catering-related tasks on County-owned property. A copy of said Certificate may be requested by the County at any time during the period for which this Agreement is effective.
- C. Business License: As required by County and City Regulation Licensee must have appropriate and current Business License. A copy may be required at anytime.

X. INSURANCE

- A. The licensee agrees to procure and maintain, at its own cost, a policy or policies of insurance. The Licensee shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
- B. Licensee shall procure and maintain, and shall cause any subcontractor of the Licensee to procure and maintain, the minimum insurance coverage's listed below. Such coverage's shall be procured and maintained with forms and insurers acceptable to County. All coverages shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. Worker's Compensation insurance, when required by State law, to cover obligations imposed by the Worker's Compensation Act of Utah and any other applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, five hundred thousand dollars (\$500,000) disease – policy limit, and five hundred thousand dollars (\$500,000) disease – each employee. Evidence of qualified self-insured status may be substantiated for the worker's compensation requirements of this Paragraph.
- D. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate. The policy shall be

applicable to all premises and operations. The policy shall include Coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interest's provision.

- E. Professional/Contractor Liability insurance with minimum limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate.
- F. Certificates of insurance shall be completed by the Licensee's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the County prior to commencement of services under this Agreement. Each certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least 30 days prior written notice has been given the County. The insurance agent completing the certificates shall strike any statement on the certificates, which describe this 30-day prior written notice as being less than obligatory. The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- G. Failure on the part of the Licensee to procure and maintain policies providing the required coverage's, conditions, and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement, or at its discretion County may procure and renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by Licensee to the County upon demand, or the County may offset the cost of the premiums against monies due to Licensee from the County. The county reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- H. The Parties hereto understand and agree that the County is relying on, and does not waive or intend to waive by any provision of this Agreement, ***the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the***
_____, or otherwise available to the County.

XI. INDEMNIFICATION

To the fullest extent permitted by law, the Licensee agrees to indemnify and hold harmless the County, its officers and its employees, from and against all liability, claims, and demands, on account of injury, loss, or damage, which arise out of or are in any manner connected with the services hereunder, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Licensee or any subcontractor of the Licensee, or any officer, employee, representative, or agent of the Licensee or of any subcontractor, or any other person for which the Licensee is responsible. The Licensee shall investigate, handle, respond to, and provide defense for, and defend against any such liability, claims and demands, and bear all other costs and expenses related thereto, including court costs and attorney fees. The obligation of this Paragraph XI shall not be construed to extend to any injury, loss, or damage, which is caused, by the act, omission, or other fault of the County, its officers, or its employees.

XII. INTEGRATION & SEVERABILITY

- A. This Agreement constitutes the final agreement between the Parties. It is the Complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering this Agreement, neither Party had relied upon any statement, representation, warranty, or agreement of the other Party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.
- B. If any provision of this Agreement is held invalid, illegal, or unenforceable, the Parties shall negotiate in good faith so as to replace each invalid, illegal or unenforceable provision with a valid, legal, and enforceable provision which will, in effect, from an economic viewpoint, most nearly and fairly approach the effect of the invalid, illegal or unenforceable provision and the intent of the Parties in entering into this Agreement.

XIII. MISCELLANEOUS PROVISIONS

- A. Each Party hereto agrees to cooperate in all reasonable respects necessary to Consummate the transactions contemplated by this Agreement, and from time to time to do such acts and things and execute and deliver such documents and instruments as may reasonably be required in order to implement the transactions contemplated hereby. Each Party hereto agrees to cooperate in

The execution of subsequent addenda, or to re-execute an amended version of this Agreement, in the event that a Party discovers: 1) a clerical error; or 2) a misinterpretation of law; or 3) an error as to form; when such error(s) obviate or hinder the consideration, performance or enforcement of this Agreement.

IN WITNESS HEREOF, the Parties have set their hands and seals hereto the day and year first above written.

CARBON COUNTY

LICENSEE

_____, **its** _____
(Print Name) (Officer)

